



## Notice of Service of Process

Transmittal Number: 17290141  
Date Processed: 10/20/2017

**Primary Contact:** Josiane-Melanie Langlois  
TFI International Inc.  
8801 Trans-Canada Highway  
Suite 500  
Saint-Laurent, QC H4S 1Z6  
CA

**Electronic copy provided to:** Legal Department  
Jeffrey Monroe

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**Entity:** Contract Freighters, Inc.  
Entity ID Number 2669999

**Entity Served:** Contract Freighters, Inc.

**Title of Action:** Diego Gonzalez-Barrientos vs. Emmanuel Barnabus

**Document(s) Type:** Citation/Petition

**Nature of Action:** Personal Injury

**Court/Agency:** Travis County District Court, Texas

**Case/Reference No:** D-1-GN-17-005823

**Jurisdiction Served:** Texas

**Date Served on CSC:** 10/18/2017

**Answer or Appearance Due:** 10:00 am Monday next following the expiration of 20 days after service

**Originally Served On:** CSC

**How Served:** Personal Service

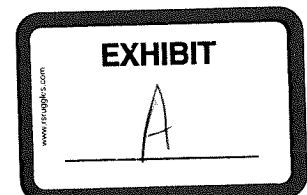
**Sender Information:** Kevin L. Johnson  
512-980-0000

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DELIVERED  
10/18/17  
By: MT-SCHWIS  
Austin Process, LLC

DIEGO GONZALEZ-BARRIENTOS

vs.

, Plaintiff

EMMANUEL BARNABUS & CONTRACT FREIGHTERS, INC.

, Defendant

TO: CONTRACT FREIGHTERS, INC.  
BY SERVING ITS REGISTERED AGENT, CORPORATION SERVICE COMPANY  
D/B/A CSC-LAWYERS INC.  
211 E. 7TH STREET, STE. 620  
AUSTIN, TEXAS 78701

Defendant, in the above styled and numbered cause:

**YOU HAVE BEEN SUED.** You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Attached is a copy of the PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE of the PLAINTIFF in the above styled and numbered cause, which was filed on OCTOBER 17, 2017 in the 201ST JUDICIAL DISTRICT COURT of Travis County, Austin, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, October 18, 2017.

REQUESTED BY:  
KEVIN L. JOHNSON  
8770 RESEARCH BLVD  
AUSTIN, TX 78758  
BUSINESS PHONE: (512) 980-0000 FAX: (512) 852-1980



Valva L. Price  
Travis County District Clerk  
Travis County Courthouse  
1000 Guadalupe, P.O. Box 679003 (78767)  
Austin, TX 78701

PREPARED BY: CARRISA ESCALANTE

R E T U R N

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and executed at \_\_\_\_\_ within the County of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., by delivering to the within named \_\_\_\_\_, each in person, a true copy of this citation together with the PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE accompanying pleading, having first attached such copy of such citation to such copy of pleading and endorsed on such copy of citation the date of delivery.

Service Fee: \$ \_\_\_\_\_

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Sheriff / Constable / Authorized Person

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Server

\_\_\_\_\_  
Notary Public, THE STATE OF TEXAS

\_\_\_\_\_  
County, Texas

D-1-GN-17-005823

SERVICE FEE NOT PAID

P01 - 000057552

☒ Original

☐ Service Copy

10/17/2017 5:04 PM

Velva L. Price  
District Clerk  
Travis County  
D-1-GN-17-005823  
Carrisa Escalante

CAUSE Nº **D-1-GN-17-005823**

DIEGO GONZALEZ-BARRIENTOS

*Plaintiff*

vs.

EMMANUEL BARNABUS &  
CONTRACT FREIGHTERS, INC.,

*Defendants*

In the DISTRICT COURT

TRAVIS COUNTY, TEXAS

**201<sup>ST</sup>** JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE**

DIEGO GONZALEZ-BARRIENTOS, Plaintiff, brings this cause of action and upon information and belief alleges and complains EMMANUEL BARNABUS, & CONTRACT FREIGHTERS, INC., Defendants, as follows:

**I.**

**DISCOVERY CONTROL PLAN**

1. Pursuant to TEXAS RULE OF CIVIL PROCEDURE 190.1, Plaintiff intends to conduct discovery in this case under Level 3 as prescribed by TEXAS RULE OF CIVIL PROCEDURE 190.4. The discovery control plan should include a deadline for Defendants to designate responsible third parties at least sixty (60) days before the expiration of any applicable statute of limitations so that Plaintiff has the opportunity to join any designated responsible third parties because allowing designation and apportionment of responsibility to a party which cannot be joined would violate the Plaintiff's state and federal constitutional rights to due process, equal protection, and open access to court. *See, generally, e.g., Plum v. Missoula County Dist. Ct.*, 279 Mont. 363, 927 P.2d 1011 (1996).

Page 1 of 10

**II.**  
**PARTIES & SERVICE OF PROCESS**

2. **Diego Gonzalez-Barrientos** resides in Mexico. Plaintiff does not have a social security number or a driver's license.
3. **Emmanuel Barnabus**, an individual and citizen of the State of Florida, may be served with process in person at 2108 E. Howell Street, Tampa, Florida 33610 or wherever he may be found. Service is requested by private process as authorized by the Court.
4. **Contract Freighters, Inc.**, a Missouri Corporation that is doing business in the State of Texas and under its laws. Defendant may be served with process through its registered agent, **Corporation Service Company d/b/a CSC-Lawyers Inc., 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701.** Service is requested by private process as authorized by the court.

**III.**  
**MISNOMER, ALTER-EGO**

5. In the event any parties are misnamed or not included herein, such event was a "misnomer," or such parties are or were "alter-egos" of parties named herein. Pursuant to RULE 28 of the TEXAS RULES OF CIVIL PROCEDURE, Plaintiff hereby gives Defendants notice that they are being sued in all of their business or common names regardless of whether such businesses are partnerships, unincorporated associations, individuals, entities and private corporations.

**IV.**  
**JURISDICTION & VENUE**

6. All relief sought herein is within the jurisdiction of this Court.
7. The amount of damages in this case is best left to the discretion of the jury after all of the evidence is presented at trial. However, as required by RULE 47 of the TEXAS RULES OF CIVIL

PROCEDURE, Plaintiff will request from the jury an amount of monetary damages between \$200,000 and \$1,000,000.00.

Plaintiff will request at trial that the jury compensate him for the pain, suffering, mental anguish, physical impairment, medical expenses, loss of earnings and earning capacity, and other damages caused by the occurrence. Plaintiff reserves the right to increase or decrease the amount of damages sought to conform to information obtained throughout the discovery in this case.

8. Venue is mandatory or proper in Travis County, Texas under the following facts: All or a substantial part of the events or omissions giving rise to this claim occurred in Travis County, Texas.

V.

**AGENCY, RESPONDEAT SUPERIOR**

9. Whenever it is alleged that the Defendants did an act or thing, or omitted to do an act or thing, it is meant that the Defendants committed such act or omission either directly or by and through the Defendants' employees, agents, delegates, servants, managers, administrators, officers, or representatives.

10. Whenever it is alleged herein that an employee, agent, delegate, servant, manager, administrator, officer, or representative of a principal did an act or thing, or omitted to do an act or thing, it is meant that such conduct was performed in the course and scope of the applicable agency, employment, or representation of the principal. As such, Plaintiff invokes the Doctrine of *Respondeat Superior*.

VI.

**FACTS**

11. On or about 12:14 P.M. on Monday, October 19, 2015 Mr. Gonzalez-Barrientos was the legally restrained passenger in a vehicle driving southbound near the 1500 block of north interstate

Page 3 of 10

35. At the same time, Emmanuel Barnabus was driving an 18-wheeler tractor-trailer southbound near the 1500 block of north interstate 35. Emmanuel Barnabus negligently did not maintain an assured cleared distance from the vehicle in front of him on the interstate. Suddenly, and without warning Emmanuel Barnabus struck the vehicle in front of him. The impact from the 18-wheeler Mr. Barnabus was driving was so severe that the vehicle he crashed into was pushed into Mr. Gonzalez-Barrientos' vehicle, causing another collision with a vehicle in the far-right lane.

12. The vehicle Defendant, Emmanuel Barnabus was driving was owned by his employer, Contract Freighters, Inc.

13. As a result of the collision, Plaintiff suffered injuries that required major medical treatment and may be permanent, and damages, which are listed below.

**VII.  
SCOPE OF ACTION**

14. For each cause of action and remedy pleaded, all allegations herein are incorporated by reference.

**VIII.  
CAUSES OF ACTION**

**A. PLAINTIFF'S CLAIM OF NEGLIGENCE AGAINST DEFENDANT EMMANUEL BARNABUS**

15. Plaintiff sues Defendant Emmanuel Barnabus for negligence. Defendant Emmanuel Barnabus was negligent in one or more of the acts or omissions described above, each of which was a proximate cause of the respective occurrence and the injuries and damages suffered by Plaintiff for which he sues herein:

- a. Failing to keep a proper lookout;
- b. Failing to maintain control of a vehicle;
- c. Failing to maintain an assured clear distance;

- d. Failing to pay adequate attention;
- e. Operating a commercial motor-vehicle while allowing himself to be distracted from the roadway;
- f. Failing to make a timely application of the brakes;
- g. Failing to use due caution;
- h. Striking another vehicle, causing serious personal injuries and damages;
- i. Failing to control his speed; and

Each and all of the above- stated acts and/or omissions constitute negligence and the same are a direct and proximate cause of the injuries and damages sustained by Plaintiff.

16. Moreover, at the time of the incident in question, Defendant Emmanuel Barnabus violated Texas state laws and regulations in at least one or more of the following ways:

- a. Failure to maintain an assured clear distance in violation of SEC. 545.062 of the TEXAS TRANSPORTATION CODE;
- b. Driving recklessly on a public highway in violation of SEC. 545.401 of the TEXAS TRANSPORTATION CODE;
- c. Failing to control speed as necessary to avoid colliding with another person or vehicle that is on a highway in violation of SEC. 545.351 of the TEXAS TRANSPORTATION CODE; and
- d. Failing to operate the vehicle at a reasonable and prudent rate of speed under the conditions and having regard for actual and potential hazards then existing in violation of the TEXAS TRANSPORTATION CODE, Section 545.351(c)(5).

Each and all of the above- stated acts and/or omissions constitute negligence and the same are a direct and proximate cause of the injuries and damages sustained by Plaintiff.

**B. PLAINTIFF'S CLAIM OF NEGLIGENT ENTRUSTMENT AGAINST DEFENDANT CONTRACT FREIGHTERS, INC.**

17. On October 19, 2015, Defendant, Contract Freighters, Inc., was the owner of the vehicle operated by Defendant Emmanuel Barnabus.

18. Defendant Emmanuel Barnabus was in possession of said vehicle with the express consent of Defendant Contract Freighters, Inc. Defendant Contract Freighters, Inc.

19. Defendant Contract Freighters, Inc. negligently entrusted the vehicle in which Defendant Emmanuel Barnabus was operating at the time of the accident when Defendant Contract Freighters, Inc. knew or should have known that Defendant Emmanuel Barnabus was an incompetent and/or reckless driver.

At all times material to this cause of action, Plaintiff belonged to that class of persons for whom the aforementioned statutory provisions were enacted to protect.

**C. PLAINTIFF'S CLAIM OF NEGLIGENT HIRING AND SUPERVISION AGAINST DEFENDANT CONTRACT FREIGHTERS, INC.**

20. Defendant Contract Freighters, Inc. is liable for the negligence of Defendant Emmanuel Barnabus and his supervisors, and are independently liable, because Contract Freighters, Inc. did not use ordinary care in hiring, supervising, training, and retaining Emmanuel Barnabus and his supervisors, and the breach of the applicable stand of care by Emmanuel Barnabus and his supervisors, as described above, proximately caused injuries to Plaintiff.

**D. PLAINTIFF'S CLAIM OF NEGLIGENCE PER SE**

21. All allegations herein are incorporated by reference.

22. Pleading further, Plaintiff sues Defendants for negligence *per se*. Defendants were negligent in one or more of the acts or omissions listed above, each of which was a proximate cause of the occurrence in question and the injuries and damages suffered by Plaintiff for which



he sues herein. Each statute or ordinance stated above was designed to prevent injuries to a class of persons to which Plaintiff belongs.

**E. PLAINTIFF'S CLAIM OF GROSS NEGLIGENCE AGAINST DEFENDANTS EMMANUEL BARNABUS AND CONTRACT FREIGHTERS INC.**

23. The wrongful acts and omissions of Defendants Emmanuel Barnabus and Contract Freighters Inc. as described above are the type of conduct for which the law allows the imposition of exemplary damages in that they constitute gross negligence. When viewed objectively from Defendants Emmanuel Barnabus and Contract Freighters Inc.'s standpoint at the time of the occurrence, Defendants Emmanuel Barnabus and Contract Freighters Inc.'s conduct involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, and Defendants Emmanuel Barnabus and Contract Freighters Inc.'s had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others, including Plaintiff. Plaintiff therefore seeks exemplary damages from Defendants Emmanuel Barnabus and Contract Freighters Inc.'s in amounts to be determined by the trier of fact.

**IX.  
ACTUAL DAMAGES**

24. Defendants are liable to Plaintiff for all remedies allowed at law, general and special, both suffered in the past and, in all reasonable probability, to be suffered in the future, including the following:

- a. Reasonable medical expenses in the past. These expenses were incurred by Plaintiff for the necessary care and treatment of injuries resulting from the accident complained of herein, and such charges were reasonable and were usual and customary charges for such services;
- b. Reasonable and necessary medical care and expenses which will, in all reasonable probability, be incurred in the future;

- c. Physical pain and suffering in the past;
- d. Physical pain and suffering in the future;
- e. Physical impairment in the past;
- f. Physical impairment which will, in all reasonable probability, be suffered in the future;
- g. Loss of earnings in the past;
- h. Loss of earning capacity which will, in all reasonable probability, be incurred in the future;
- i. Mental anguish in the past; and
- j. Mental anguish which will, in all reasonable probability, be incurred in the future; and
- k. Exemplary damages.

**X.**  
**CONDITIONS PRECEDENT**

25. All conditions precedent have been performed or have occurred.

**XI.**  
**INTEREST**

26. Plaintiff seeks prejudgment interest and post-judgment interest in the maximum amounts allowed by law.

**XII.**  
**U.S. LIFE TABLES**

27. Notice is hereby given that Plaintiff intends to use the U.S. Life Tables as prepared by the United States Department of Health and Human Services.

**XIII.**  
**REQUEST FOR DISCLOSURES**

28. Pursuant to RULE 194, TEXAS RULES OF CIVIL PROCEDURE, Plaintiff requests that each Defendant disclose, within the time required by the TEXAS RULES OF CIVIL PROCEDURE, the information and material described in Rule 194.2 (a) through (l). This request for RULE 194 disclosures is continuing in nature, regardless of whether or not this request is restated subsequently in any amended pleadings. Defendants are under an ongoing duty to amend or supplement disclosures as required by RULE 193.5, TEXAS RULES OF CIVIL PROCEDURE.

**XIV.**  
**RULE 193.7 NOTICE**

29. Pursuant to TEX. R. CIV. P. 193.3 (d) and 193.7, Plaintiff intends to use all documents exchanged and produced between the parties including but not limited to, correspondence, disclosures, and discovery responses, during the trial in this cause.

**XV.**  
**REQUEST FOR ELECTRONIC SERVICE**

30. Plaintiff requests that service of pleadings, orders, notices, discovery, and papers in this cause be made electronically upon Plaintiff's counsel at: leslie@justinian.com and kevin@justinian.com. Plaintiff's attorneys hereby affirm their awareness of the right to later rescind this agreement by filing notice.

**XVI.**  
**JURY DEMAND**

31. Plaintiff hereby requests a trial by jury.

**XVII.**  
**PRAYER**

32. WHEREFORE, Plaintiff respectfully prays that upon appearance herein of

Defendants and on final trial, Plaintiff has judgment in his favor and against Defendants, for all relief, general and special, legal and equitable, that Justice may warrant, including, as applicable, actual damages, exemplary damages, declaratory relief, attorney fees, prejudgment interest, post-judgment interest, and court costs.

Respectfully Submitted,

**JUSTINIAN & ASSOCIATES, PLLC**  
8770 Research Blvd.  
Austin, Texas 78758  
[Tel.]: (512) 980-0000  
[Fax]: (512) 852-1980

By: 

Leslie A. Nadelman  
State Bar No.: 24079038  
[leslie@justinian.com](mailto:leslie@justinian.com)  
ATTORNEY IN CHARGE  
Kevin L. Johnson  
State Bar No.: 24087805  
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Dustin Fox  
State Bar No.: 24097704  
[dustin@justinian.com](mailto:dustin@justinian.com)

## CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): \_\_\_\_\_

COURT (FOR CLERK USE ONLY): \_\_\_\_\_

STYLED Diego Gonzalez-Berriehos v. Contract Freighters, Inc. & Emmanuel Berriehos  
 (e.g., John Smith v. All American Insurance Co.; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

Name: <u>Kevin Johnson</u> Email: <u>Kevin@justintm.com</u> Address: <u>8770 Research Blvd</u> Telephone: <u>50-980-0000</u> City/State/Zip: <u>Austin, TX 78757</u> Fax: <u>512-852-1780</u> Signature: <u>[Signature]</u> State Bar No: <u>24087905</u>		Plaintiff(s)/Petitioner(s): <u>Diego Gonzalez-Berriehos</u> Defendant(s)/Respondent(s): <u>Contract Freighters, Inc. Emmanuel Berriehos</u> [Attach additional page as necessary to list all parties]		<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
<b>Civil</b> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____ Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input checked="" type="checkbox"/> (Motor Vehicle Accident) <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____ Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Other Property <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____ Other Civil <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____ <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			<b>Family Law</b> Marriage, Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <input type="checkbox"/> Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Enforcement/Modification <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIPSA) <input type="checkbox"/> Support Order Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____ Other Family Law <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Legal One Parenting <input type="checkbox"/> Government Agency <input type="checkbox"/> Exchange/Interplay <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent Child		
<b>Probate &amp; Mental Health</b> Tax Appraisal <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings Guardianship—Adult <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			Prejudgment Remedy <input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover		

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**indemnización al trabajador, bancarrota o por incapacidad del Seguro Social)**

**This service is certified as a lawyer referral service as required by the State of Texas**  
**under Chapter 952, Occupations Code. Certificate No. 9303**

10/26/2017 4:32 PM

Velva L. Price  
District Clerk  
Travis County  
D-1-GN-17-005823  
Chloe Jimenez

NO. D-1-GN-17-005823

DIEGO GONZALEZ-BARRIENTOS	§	IN THE DISTRICT COURT OF
V.	§	TRAVIS COUNTY, TEXAS
EMMANUEL BARNABUS AND CONTRACT FREIGHTERS, INC.	§	201 <sup>ST</sup> JUDICIAL DISTRICT

**DEFENDANT'S ORIGINAL ANSWER WITH JURY DEMAND**

**TO THE HONORABLE JUDGE OF SAID COURT:**

NOW COMES, CONTRACT FREIGHTERS, INC., Defendant, in the above numbered and entitled cause, and file this Original Answer and for such Answer would respectfully show the following:

1.

Defendant invokes the provisions of Rule 92, Texas Rules of Civil Procedure; and does thereby exercise its legal right to require Plaintiff to prove all the allegations of his pleading, which are denied, and, accordingly, Defendant generally denies the allegations of Plaintiff's pleading and demands strict proof thereof by a preponderance of the evidence.

2.

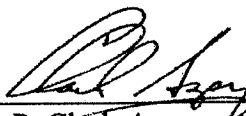
**REQUEST FOR JURY**

Defendant in the above styled and numbered cause respectfully requests that this matter be set upon the Court's jury docket for trial by jury at such time as it is set for trial. Defendant would show that in conjunction with this request the requisite jury fee has been tendered to the Clerk of the Court.

**WHEREFORE, PREMISES CONSIDERED,** Defendant prays that Plaintiff recover nothing, that Defendant recovers costs of court, and Defendant requests general relief.

Respectfully submitted,

**NAMAN, HOWELL, SMITH & LEE, PLLC**  
8310 Capital of Texas Highway North, Suite 490  
Austin, Texas 78731  
Phone: 512-479-0300  
Fax: 512-474-1901  
[aspy@namanhowell.com](mailto:aspy@namanhowell.com)


BY:   
P. Clark Aspy  
State Bar No. 01394170

ATTORNEYS FOR DEFENDANT, CONTRACT  
FREIGHTERS, INC.

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the above and foregoing Defendant's Original Answer and Jury Demand has been forwarded by certified mail, return receipt requested or facsimile to all parties of record, listed below, on this 26<sup>th</sup> day of October, 2017

Leslie Nadelman  
Kevin Johnson  
John Abramowitz  
Erik Walker  
Dustin Fox  
Justinian & Associates  
8770 Research Blvd.  
Austin, Texas 78758

  
P. Clark Aspy